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19 for those similarly situated

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JAMES REED and CAROLYNN
REED, on behalf of themselves and all
others similarly situated,

Plaintiffs,

vs.

RELIANT LIFE SHARES, LLC. a
California limited liability company; et
al,

Defendants.

Case No. 2:23-cv-08577-SB-AGR
(Lead Case)
Consolidated with Case No. 2:23-cv-
00460 SB (AGRx)

~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER

Complaint filed: August 17, 2023
Trial date: None Set

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted.
5 This Order does not confer blanket protections on all disclosures or responses to
6 discovery and the protection it affords from public disclosure and use extends only to
7 the limited information or items that are entitled to confidential treatment under the
8 applicable legal principles. This Protective Order does not entitle the Parties to file
9 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
10 that must be followed and the standards that will be applied when a party seeks
11 permission from the court to file material under seal.

12 B. GOOD CAUSE STATEMENT

13 This action is likely to involve financial information for which special protection
14 from public disclosure and from use for any purpose other than prosecution of this
15 action is warranted and Defendants believe that this action may also involve trade
16 secrets, customer and pricing lists and other valuable research, development,
17 commercial, technical and/or proprietary information that warrants such protection.
18 Such confidential and proprietary materials and information consist of, among other
19 things, confidential business or financial information, information regarding
20 confidential business practices, or other confidential research, development, or
21 commercial information (including information implicating privacy rights of third
22 parties), information otherwise generally unavailable to the public, or which may be
23 privileged or otherwise protected from disclosure under state or federal statutes, court
24 rules, case decisions, or common law. Accordingly, to expedite the flow of
25 information, to facilitate the prompt resolution of disputes over confidentiality of
26 discovery materials, to adequately protect information the parties are entitled to keep
27 confidential, to ensure that the parties are permitted reasonable necessary uses of such
28 material in preparation for and in the conduct of trial, to address their handling at the

1 end of the litigation, and serve the ends of justice, a protective order for such
2 information is justified in this matter. It is the intent of the parties that information will
3 not be designated as confidential for tactical reasons and that nothing be so designated
4 without a good faith belief that it has been maintained in a confidential, non-public
5 manner, and there is good cause why it should not be part of the public record of this
6 case.

7 2. DEFINITIONS

8 2.1 Action: the above-entitled federal lawsuit.

9 2.2 Challenging Party: a Party or Non-Party that challenges the designation
10 of information or items under this Order.

11 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
12 how it is generated, stored or maintained) or tangible things that qualify for protection
13 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
14 Statement.

15 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
16 support staff).

17 2.5 Designating Party: a Party or Non-Party that designates information or
18 items that are produced in disclosures or in responses to discovery as
19 “CONFIDENTIAL.”

20 2.6 Disclosure or Discovery Material: all items or information, regardless of
21 the medium or manner in which it is generated, stored, or maintained (including, among
22 other things, testimony, transcripts, and tangible things), that are produced or generated
23 in disclosures or responses to discovery in this matter.

24 2.7 Expert: a person with specialized knowledge or experience in a matter
25 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
26 expert witness or as a consultant in this Action.

27 2.8 House Counsel: attorneys who are employees of a party to this Action.
28 House Counsel does not include Outside Counsel of Record or any other outside

1 counsel.

2 2.9 Non-Party: any natural person, partnership, corporation, association, or
3 other legal entity not named as a Party to this action.

4 2.10 Outside Counsel of Record: attorneys who are not employees of a party
5 to this Action but are retained to represent or advise a party to this Action and have
6 appeared in this Action on behalf of that party or are affiliated with a law firm which
7 has appeared on behalf of that party, and includes support staff.

8 2.11 Party: any party to this Action, including all of its officers, directors,
9 employees, consultants, retained experts, and Outside Counsel of Record (and their
10 support staffs).

11 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
12 Discovery Material in this Action.

13 2.13 Professional Vendors: persons or entities that provide litigation support
14 services (e.g., photocopying, videotaping, translating, preparing exhibits or
15 demonstrations, and organizing, storing, or retrieving data in any form or medium, and
16 trial consultants) and their employees and subcontractors.

17 2.14 Protected Material: any Disclosure or Discovery Material that is
18 designated as "CONFIDENTIAL."

19 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
20 from a Producing Party.

21 3. SCOPE

22 3.1 The protections conferred by this Order cover not only Protected Material
23 (as defined above), but also (1) any information copied or extracted from Protected
24 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
25 and (3) any testimony, conversations, or presentations by Parties or their Counsel that
26 might reveal Protected Material.

27 3.2 Any use of Protected Material at trial shall be governed by the orders of
28 the trial judge. This Order does not govern the use of Protected Material at trial.

1 4. DURATION:

2 4.1 If final disposition of this litigation occurs before trial, the confidentiality
3 obligations imposed by this Order shall remain in effect until a Designating Party
4 agrees otherwise in writing or a court order otherwise directs (or because the
5 previously-designated Protected Material have become public). Final disposition shall
6 be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
7 or without prejudice; and (2) final judgment herein after the completion and exhaustion
8 of all appeals, rehearings, remands, trials, or reviews of this Action, including the time
9 limits for filing any motions or applications for extension of time pursuant to applicable
10 law or (3) distribution of monies owed or the time required to provide other relief, if
11 any, to the Plaintiff or class pursuant to any settlement or judgment.

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection.

14 Each Party or Non-Party that designates information or items for protection
15 under this Order must take care to limit any such designation to specific material that
16 qualifies under the appropriate standards. The Designating Party must designate for
17 protection only those parts of material, documents, items, or oral or written
18 communications that qualify so that other portions of the material, documents, items,
19 or communications for which protection is not warranted are not swept unjustifiably
20 within the ambit of this Order.

21 Mass, indiscriminate, or routinized designations are prohibited. Designations
22 that are shown to be clearly unjustified or that have been made for an improper purpose
23 (e.g., to unnecessarily encumber the case development process or to impose
24 unnecessary expenses and burdens on other parties) may expose the Designating Party
25 to sanctions.

26 If it comes to a Designating Party's attention that information or items that it
27 designated for protection do not qualify for protection, that Designating Party must
28 promptly notify all other Parties that it is withdrawing the inapplicable designation.

1 5.2 Manner and Timing of Designations. Except as otherwise provided in this
2 Order (see, e.g., second paragraph of section 5.3(a) below), or as otherwise stipulated
3 or ordered, Disclosure or Discovery Material that qualifies for protection under this
4 Order must be clearly so designated before the material is disclosed or produced.

5 5.3 Designation. Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic documents,
7 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
8 Producing Party or Designating Party affix at a minimum, the legend
9 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
10 contains protected material. If only a portion or portions of the material on a page
11 qualifies for protection, the Producing Party or Designating Party also must clearly
12 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

13 A Party or Non-Party that makes original documents available for inspection
14 need not designate them for protection until after the inspecting Party has indicated
15 which documents it would like copied and produced. During the inspection and before
16 the designation, all of the material made available for inspection shall be deemed
17 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
18 copied and produced, the Producing Party must determine which documents, or
19 portions thereof, qualify for protection under this Order. Then, before producing the
20 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
21 to each page that contains Protected Material. If only a portion or portions of the
22 material on a page qualifies for protection, the Producing Party also must clearly
23 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

24 (b) for testimony given in depositions, that the Designating Party identify the
25 Disclosure or Discovery Material within 14 days after the deposition transcript is
26 completed, or on the record, before the close of the deposition, all protected testimony.

27 (c) for information produced in some form other than documentary and for
28 any other tangible items, that the Producing Party affix in a prominent place on the

1 exterior of the container or containers in which the information is stored the legend
 2 “CONFIDENTIAL.” If only a portion or portions of the information warrants
 3 protection, the Producing Party, to the extent practicable, shall identify the protected
 4 portion(s).

5 5.4 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 6 failure to designate qualified information or items does not, standing alone, waive the
 7 Designating Party’s right to secure protection under this Order for such material. Upon
 8 timely correction of a designation, the Receiving Party must make reasonable efforts
 9 to assure that the material is treated in accordance with the provisions of this Order.

10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 12 designation of confidentiality at any time that is consistent with the Court’s Scheduling
 13 Order.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 15 resolution process under Local Rule 37.1 et seq.

16 6.3 Burden. The burden of persuasion in any such challenge proceeding shall
 17 be on the Designating Party. Frivolous challenges, and those made for an improper
 18 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties)
 19 may expose the Challenging Party to sanctions. Unless the Designating Party has
 20 waived or withdrawn the confidentiality designation, all parties shall continue to afford
 21 the material in question the level of protection to which it is entitled under the
 22 Producing Party’s designation until the Court rules on the challenge.

23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 25 disclosed or produced by another Party or by a Non-Party in connection with this
 26 Action only for prosecuting, defending, or attempting to settle this Action. Such
 27 Protected Material may be disclosed only to the categories of persons and under the
 28 conditions described in this Order. When the Action has been terminated, a Receiving

1 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

2 Protected Material must be stored and maintained by a Receiving Party at a
3 location and in a secure manner that ensures that access is limited to the persons
4 authorized under this Order.

5 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
6 otherwise ordered by the court or permitted in writing by the Designating Party, a
7 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
8 only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
10 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
11 disclose the information for this Action;

12 (b) the officers, directors, and employees (including House Counsel) of the
13 Receiving Party to whom disclosure is reasonably necessary for this Action;

14 (c) Experts (as defined in this Order) of the Receiving Party to whom
15 disclosure is reasonably necessary for this Action and who have signed the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (d) the court and its personnel;

18 (e) court reporters and their staff;

19 (f) Professional Vendors (including professional trial consultants) to whom
20 disclosure is reasonably necessary for this Action;

21 (g) the author or recipient of a document containing the information or a
22 custodian or other person who otherwise possessed or knew the information;

23 (h) during their depositions, witnesses, and attorneys for non-party witnesses
24 (who are not Outside Counsel), in the Action to whom disclosure is reasonably
25 necessary provided: (1) the deposing party requests that the witness sign the form
26 attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential
27 information unless they sign the “Acknowledgment and Agreement to Be Bound”
28 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.

1 With respect to the deposition of a Non-Party witness who has not signed Exhibit A,
 2 pages of transcribed deposition testimony or exhibits to depositions that reveal
 3 Protected Material may be separately bound by the court reporter and may not be
 4 disclosed to anyone except as permitted under this Protective Order; and

5 (i) any mediator or settlement officer, and their supporting personnel,
 6 mutually agreed upon by any of the parties engaged in settlement discussions.

7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
 8 OTHER LITIGATION

9 If a Party is served with a subpoena or a court order issued in other litigation that
 10 compels disclosure of any information or items designated in this Action as
 11 “CONFIDENTIAL,” that Party must:

12 (a) promptly notify in writing the Designating Party. Such notification shall
 13 include a copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the subpoena or order to
 15 issue in the other litigation that some or all of the material covered by the subpoena or
 16 order is subject to this Protective Order. Such notification shall include a copy of this
 17 Protective Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be
 19 pursued by the Designating Party whose Protected Material may be affected. If
 20 the Designating Party timely seeks a protective order, the Party served with the
 21 subpoena or court order shall not produce any information designated in this action as
 22 “CONFIDENTIAL” before a determination by the court from which the subpoena or
 23 order issued, unless the Party has obtained the Designating Party’s permission. The
 24 Designating Party shall bear the burden and expense of seeking protection in that court
 25 of its confidential material and nothing in these provisions should be construed as
 26 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
 27 directive from another court.

28 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED

1 IN THIS LITIGATION

2 (a) The terms of this Order are applicable to information produced by a Non-
3 Party in this Action and designated as “CONFIDENTIAL.” Such information produced
4 by Non-Parties in connection with this litigation is protected by the remedies and relief
5 provided by this Order. Nothing in these provisions should be construed as prohibiting
6 a Non-Party from seeking additional protections.

7 (b) In the event that a Party is required, by a valid discovery request, to
8 produce a Non-Party’s confidential information in its possession, and the Party is
9 subject to an agreement with the Non-Party not to produce the Non-Party’s confidential
10 information, then the Party shall:

11 (1) promptly notify in writing the Requesting Party and the Non-Party
12 that some or all of the information requested is subject to a confidentiality agreement
13 with a Non-Party;

14 (2) promptly provide the Non-Party with a copy of the Protective Order
15 in this Action, the relevant discovery request(s), and a reasonably specific description
16 of the information requested; and

17 (3) make the information requested available for inspection by the
18 Non-Party, if requested.

19 (c) If the Non-Party fails to seek a protective order from this court within 14
20 days of receiving the notice and accompanying information, the Receiving Party may
21 produce the Non-Party’s confidential information responsive to the discovery request.
22 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
23 any information in its possession or control that is subject to the confidentiality
24 agreement with the Non-Party before a determination by the court. Absent a court order
25 to the contrary, the Non-Party shall bear the burden and expense of seeking protection
26 in this court of its Protected Material.

27 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

28 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed

Protected Material to any person or in any circumstance not authorized under this Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in a stipulated protective order submitted to the court.

12. MATERIAL PRODUCED SUBJECT TO FIDUCIARY EXCEPTION

[DELETED].

13. MISCELLANEOUS

13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

13.2 Right to Assert Other Objections. No Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective

1 Order.

2 13.3 Filing Protected Material. A Party that seeks to file under seal any Protected
3 Material must comply with Civil Local Rule 79-5. Protected Material may only be
4 filed under seal pursuant to a court order authorizing the sealing of the specific
5 Protected Material at issue. If a Party's request to file Protected Material under seal is
6 denied by the court, then the Receiving Party may file the information in the public
7 record unless otherwise instructed by the court.

8 14. FINAL DISPOSITION


9 Within 60 days after the final disposition of this Action, as defined in paragraph
10 4, each Receiving Party must destroy all Protected Material as required by this
11 Paragraph. As used in this subdivision, "all Protected Material" includes all copies,
12 abstracts, compilations, summaries, and any other format reproducing or capturing any
13 of the Protected Material. Upon written request of the Producing Party or the
14 Designating Party, the Receiving Party must submit a written certification to either
15 Producing Party or Designating Party by the 60 day deadline that (1) all the Protected
16 Material which is required to be destroyed, was destroyed and (2) affirms that the
17 Receiving Party has not retained any copies, abstracts, compilations, summaries or any
18 other format reproducing or capturing any of the Protected Material. Notwithstanding
19 this provision, Counsel are entitled to retain an archival copy of all pleadings, motion
20 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
21 deposition and trial exhibits, expert reports, attorney work product, and consultant and
22 expert work product, even if such materials contain Protected Material. Any such
23 archival copies that contain or constitute Protected Material remain subject to this
24 Protective Order as set forth in Section 4 (DURATION).

25 15. VIOLATIONS

26 Any violation of this Order may be punished by any and all appropriate measures
27 including, without limitation, contempt proceedings and/or monetary sanctions.
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1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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3 DATED: December 29, 2023

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5 _____
Hon. Alicia G. Rosenberg

6 United States District/Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Protective Order
that was issued by the United States District Court for the Central District of
California on [date] in the case of James Reed, et al. v. Reliant Life Shares, LLC, et
al., Case No. 2:23-cv-08577-SB-AGR. I agree to comply with and to be bound by
all the terms of this Protective Order and I understand and acknowledge that failure
to so comply could expose me to sanctions and punishment in the nature of contempt.
I solemnly promise that I will not disclose in any manner any information or item
that is subject to this Protective Order to any person or entity except in strict
compliance with the provisions of this Order. I further agree to submit to the
jurisdiction of the United States District Court for the Central District of California
for the purpose of enforcing the terms of this Protective Order, even if such
enforcement proceedings occur after termination of this action. I hereby appoint
_____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____